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BREACH OF CONTRACT TO MARRY—INDEFINITENESS AS TO TIME—REQUEST.—In *Sanders* v. *Coleman*, 97 Va. 690, it was held that a breach of the marriage contract is excusable if the condition of the parties has so changed that the marriage state would endanger the life or health of either. The Supreme Court of Rhode Island, in *Clark* v. *Corey*, 52 Atl. 811, holds that where there is a subsisting contract of marriage between the parties, *but without a date fixed for its performance*, the law construes the obligation as one to be performed within a reasonable time *upon request*, unless one of the parties has incapacitated himself for the performance, as by marrying another, or by positive and unequivocal acts or declarations has rendered a tender or demand unnecessary; and that accordingly where there is no evidence to this effect, plaintiff cannot recover without proof that she had offered to perform her part of the contract or requested defendant to perform his. Citing *Cole* v. *Holliday*, 4 Mo. App. 98; 2 Pars. Cont. (6th Ed.) 63, 64; *Kelley* v. *Brennan*, 18 R. I. 41.

In *Burke* v. *Shaver*, 92 Va. 345, it was held in a similar action that when one repudiates his promise and declares that he will not be bound by it, the party not in default need not wait for the time of performance to arrive, and where the engagement is general, need not request the fulfillment of the promise, but may sue at once.

CRIMINAL LAW—CONSPIRACY TO CHEAT.—A cheat accomplished through falsehood, deceit and imposition employed in pursuance of a conspiracy formed for that purpose is a criminal offence at common law. *State* v. *Gannon* (Conn.), 52 Atl. 727.

Per Hamersley, J:

"Many cheats are misdemeanors at common law. The test of such a cheat may be generally stated thus: The fraud by which the victim is injured must be one addressed to the public at large—such, for instance, as a false weight or token—and must be executed by means of latent false devices. When a person is cheated by a fraud addressed to him only, not calculated to affect the public at large, the cheat may be a civil tort, but is not a public offense. 2 Whart. Cr. Law, 1126, 1127. Some frauds which are not cheats at common law are made indictable by statute—such as obtaining money by inducing the victim to believe false representations as to existing facts. But it is too well settled to be now questioned that a cheat, when accomplished by false and deceitful devices practiced in pursuance of a wrongful combination to that end, is indictable as a conspiracy to cheat and defraud, and in such case, as in all conspiracies, the essence of the offense is the criminal combination; but it is immaterial whether or not the cheat which is the object of the conspiracy, or the false and fraudulent devices by which it is executed, would be punishable as crimes if unassociated with any conspiracy. *State* v. *Bradley*, 48 Conn. 548; *State* v. *Thompson*, 69 Conn. 720, 725, 38 Atl. 868; *State* v. *Rowley*, 12 Conn. 101-111; *State* v. *Glidden*, 55 Conn. 46-71, 8 Atl. 890, 3 Am. St. Rep. 23; 2 Bish. Cr. Law, 182, 198; 2 Whart. Cr. Law, 1337, 1348; 1 Bish. Cr Law, 432, 266; 3 Chit. Cr. Law, p. 1139; *Com.* v. *Judd*, 2 Mass. 329, 336, 3 Am. Dec. 54;

Com. v. *Hunt*, 4 Metc. (Mass.), 111, 122, 38 Am. Dec. 346; *State* v. *Buchanan*, 5 Har. & J. 317, 333, *et seq.*, 9 Am. Dec. 534; *Reg.* v. *Warburton*, L. R. 1 Cr. Cas. 274, 276. The use of secret combination, which is itself a fraudulent device, dangerous to the public, imparts to the cheat thus accomplished the necessary element of criminality, and the combination to that end is a criminal conspiracy."

Cf. *Com.* v. *Meserve*, 154 Mass. 64; *McKee* v. *State*, 111 Ind. 378.

CORPORATIONS — LIABILITY FOR ASSAULT BY SERVANTS — PLEADING. — Plaintiff visited the store of defendant company for the purpose of purchasing goods, where for some cause not stated, or without cause, she was set upon by defendant's employees and beaten and thrown to the floor, sustaining serious injuries. *Held*, that the defendant as a corporation is liable as an individual for the acts of its servants done in the course of their employment as such. *Mossession* v. *Callendar etc. Co.* (R. I.), 52 Atl. 806.

Rogers, J., alludes to the confusion in the law upon this point and its alteration from time to time, and makes the following quotations in support of the ruling of the court:

"Chitty, in his work on Pleading (volume 1, 13th Am. Ed. *76), says, 'With regard to the liability of corporations, it is a clear general rule that they are liable to be sued as such in case or trover for any torts they may cause to be committed. It has been laid down that a corporation cannot be sued in its corporate capacity in trespass; but this position appears to be incorrect, for, although a corporation cannot as a corporate body actually commit a trespass, yet they may order it to be done, and ought, therefore, to be responsible for the consequences. In these cases it is often very material to fix the corporation with liability, and to be entitled to redress from the corporate funds, rather than to be driven to a remedy against servants of the corporation.' Seventy years later, Mr. Justice Swayne, in *Bank* v. *Graham*, 100 U. S. 699, 702, 25 L. Ed. 750, used this language: 'Corporations are liable for every wrong they commit, and in such cases the doctrine of *ultra vires* has no application. They are also liable for the acts of their servants, while such servants are engaged in the business of their principal, in the same manner and to the same extent that individuals are liable under like circumstances. An action may be maintained against a corporation for its malicious or negligent torts, however foreign they may be to the object of its creation, or beyond its granted powers. It may be sued for assault and battery, for fraud and deceit, for false imprisonment, for malicious prosecution, for nuisance, and for libel. In certain cases it may be indicted for misfeasance or nonfeasance touching duties imposed upon it in which the public are interested. Its offenses may be such as to forfeit its existence.' "

INTERNAL REVENUE — BANKS AND BANKERS—CAPITAL—SURPLUS.—The war revenue act of 1898 provides that bankers and persons, firms and companies engaged in similar occupations shall pay a certain tax upon a fixed capital and an additional amount upon every thousand dollars over that